books which had been kept in Vermont but were at the main office of the company in another state. *Held*, that for failure to produce the books the company is guilty of contempt. *Consolidated Rendering Co.* v. *State of Vermont*, 207 U. S. 541. See NOTES, p. 354.

CONSTITUTIONAL LAW — CLASS LEGISLATION — LEGISLATION AFFECTING CORPORATIONS EXCLUSIVELY. — A state statute provided that on notice a corporation might be compelled to produce its books before a grand jury. *Held*, that the statute is not invalid as making an arbitrary classification. *Consolidated Rendering Co.* v. *Vermont*, 207 U. S. 541.

For a criticism of this view, see 20 HARV. L. REV. 634.

CONTEMPT — ACTS AND CONDUCT CONSTITUTING CONTEMPT — PUBLICATION OF INACCURATE REPORT OF COURT DECISION. — The respondent, a newspaper company, published an editorial in which it unintentionally misstated the conclusion reached by the Supreme Court of Rhode Island in a recent decision. *Held*, that the respondent is guilty of contempt. *In re Providence Journal Co.*, 68 Atl. 428 (R. I.).

Statutes in some states make it a contempt to publish "grossly inaccurate" reports of judicial proceedings. It has been suggested that such a statute is merely declaratory of the common law. See *In re Chadwick*, 109 Mich. 588. On the other hand, where a statute made such a report a contempt if published pending a suit, it has been held that, while the statute does not prevent punishment for any common law contempt, the publication of a "grossly inaccurate" account of a past trial is not such contempt. *Cheadle* v. *State*, 110 Ind. 301. Even if the respondent in the present case is guilty of a technical contempt, the propriety of the decision seems doubtful. The power to punish contempt is arbitrary, and consequently should not be exercised on slight pretext, but only when it is necessary for the due administration of justice. See *Atty.-Gen.* v. *Circuit Court*, 97 Wis. 1. In the present case it is difficult to see such a compelling necessity. Certainly in no prior case has a person been held in contempt solely because he has published an inaccurate report of judicial proceedings or decisions.

CORPORATIONS — DIRECTORS — DIRECTOR'S RIGHT TO SALARY WHEN QUALIFYING WITH SHARES HELD IN TRUST. — Corporation A purchased stock in corporation B and transferred it to X, a director of A, who made a declaration of trust in favor of A. X was thereafter elected a director in B, which required each director to be a shareholder. It appeared on the records of A that the stock transfer was made to enable X to become a director in B "to represent the interests of this company." *Held*, that the A company cannot recover the salary received by X from the B company. *In re Dover Coalfield Extension, Ltd.*, [1908] 1 Ch. 65.

This decision affirms the decision of the lower court commented on in 21 HARV. L. REV. 217.

CORPORATIONS — DISSOLUTION — CORPORATION DISSOLVED BY BANKRUPTCY. — The plaintiff brought an action for libel against a publishing company, which was adjudged a bankrupt before the suit came on for trial. *Held*, that the bankruptcy does not dissolve the corporation or bar the plaintiff's remedy. *Nat'l Surety Co.* v. *Medlock*, 58 S. E. 1131 (Ga.).

A libel is a "wilful and malicious injury" which is not released by the defendant's bankruptcy. *McDonald* v. *Brown*, 23 R. I. 546; BANKRUPTCY ACT OF 1898, § 17 (2). But the abatement of any action by or against a corporation is a necessary consequence of its termination. *Nat'l Bank* v. *Colby*, 21 Wall. (U. S.) 609. There is, however, a surprising dearth of authority on the effect of bankruptcy on the existence of corporations. Mere insolvency clearly does not work a dissolution. *Boston Glass Mfty.* v. *Langdon*, 24 Pick. (Mass.) 49; *Ready* v. *Smith*, 170 Mo. 163. Bankruptcy, however, according to one case, terminates the organization. *State Savings Ass'n* v. *Kellogg*, 52 Mo. 583. *Cf.* also *Chamberlin* v. *Huguenot Mfg. Co.*, 118 Mass. 532. It may be argued that

it is an implied condition of incorporation that bankruptcy shall revoke the charter. But it is not likely that state legislatures would make the existence of corporations, their own creations, depend upon federal proceedings. As has been suggested, the bankruptcy laws are aimed not at the life of the debtor, but solely at his assets. See *Holland* v. *Hayman*, 60 Ga. 174. Possession of assets is not requisite to a corporation's existence, hence the implication of dissolution is not based on necessity. There are, moreover, obvious advantages in the continuation of a corporation which is subject to liabilities. The decision of the present case, therefore, seems correct.

DAMAGES — MEASURE OF DAMAGES — INTEREST UPON DEMURRAGE. — *Held*, that interest is not recoverable upon demurrage awarded to a vessel for the time she was laid up for repairs after an injury by collision. *The Sitka*, 156 Fed. 427 (Dist. Ct., W. D. N. Y.).

When a vessel is detained for repairs after a collision the owner may recover full compensation in the nature of demurrage for the loss sustained by the detention. *The Potomac*, 105 U. S. 630. The law as to interest upon such demurrage is entirely unsettled. Of the few cases which give any consideration to the question the majority either allow it or leave it to the discretion of the jury. *The America*, 11 Blatchf. (U. S.) 485. On general principles, when a tort has deprived the plaintiff of property, interest is due on the claim from the date when the defendant should have reimbursed the plaintiff. *Clark* v. *Miller*, 54 N. Y. 528. Interest, therefore, is recoverable upon the cost of repairs from the time the bill became payable. *The Mahanoy*, 127 Fed. 773. But the date upon which the profits of a vessel would be receivable varies in every case and it is impossible to establish any general principle, as in the case of repairs. Although unscientific, it seems to work substantial justice to leave the question to the discretion of the jury with instructions to fully compensate the libellant for the detention. SPENCER, MARINE COLLISIONS, § 206.

DAMAGES — MEASURE OF DAMAGES — RECOVERY FOR SUBSIDENCE OF SOIL DUE TO WITHDRAWAL OF SUPPORT. — The plaintiffs sought compensation for damages to cotton mills resulting from subsidence caused by the past working of mines. *Held*, that the depreciation in selling value due to fear of further subsidence cannot be taken into account in estimating damages. *West Leigh Colliery Co.* v. *Tunnicliffe and Hampson*, [1908] A. C. 27.

It is well settled in England that the cause of action in cases of subsidence of the soil caused by working of mines is not the withdrawal of support, but the subsidence itself. See 13 HARV. L. REV. 665. The proper measure of damages in such cases is the depreciation in the market value of the premises due to the wrongful act of the defendant. *Hosking* v. *Phillips*, 3 Exch. 168. Damage to be caused by possible future subsidence cannot be taken into account in assessing damages for past subsidence, but all damage caused by a single subsidence must be claimed in a single action. *Darley Main Colliery Co.* v. *Mitchell*, 11 App. Cas. 127. To allow for present diminution of selling value of an estate arising from fear of further subsidence is, however, not open to the objection that it allows present damages for a future cause of action. But the present decision may well be supported on the ground that such damage is only remotely, and not in a legal sense, caused by the subsidence and is in fact due to the removal of support, which, though it is a present cause, is not a wrongful act. *Rust* v. *Victoria Graving Dock Co.*, 36 Ch. D. 113.

DEDICATION — RESTRICTIONS ON DEDICATION — RESTRICTIONS IMPOSED BY DEDICATOR. — An owner dedicated land to the public for use as a street on the conditions that it should be graded, and that the abutting property owners should be free from assessment therefor or for other street improvements. The defendant municipality accepted it on behalf of the public subject to these conditions. It graded the street and assessed the abutting property owners for the cost. The plaintiff brought a writ of *certiorari* to test the validity of the assessment. *Held*, that the assessment be set aside. *Perth Amboy Trust Co.* v. *Perth Amboy*, 68 Atl. 84 (N. J., Sup. Ct.). See NOTES, p. 356.